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 Commonwealth Land Title  
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FILED

FEB 13 1998

AT 8:30 ..... M  
 WILLIAM T. WALSH  
 CLERK

UNITED STATES DISTRICT COURT  
 FOR THE DISTRICT OF NEW JERSEY

-----X	
WALSH SECURITIES, INC.,	:
	:
Plaintiff,	: Civil Action No. 97-3496
	: Hon. William G. Bassler
v.	:
CRISTO PROPERTY MANAGEMENT, LTD.,	:
A/K/A G.J.L. LIMITED, DEK HOMES OF	:
NEW JERSEY, INC., OAKWOOD	:
PROPERTIES INC., NATIONAL HOME	:
FUNDING, INC., CAPITAL ASSETS	: ANSWER TO AMENDED
PROPERTY MANAGEMENT, L.L.C.,	: COMPLAINT, ANSWER TO CROSS-
WILLIAM J. KANE, GARY GRIESER,	: CLAIM OF DEFENDANTS
ROBERT SKOWRENSKI, II, RICHARD	: NATIONAL HOME FUNDING, INC.
CALANNI, RICHARD DIBENEDETTO, JAMES:	: ROBERT SKOWRENSKI, II,
R. BROWN, THOMAS BRODO, RONALD J.	: ANSWER TO CROSS-CLAIMS
PIERSON, STANLEY YACKER, ESQ.,	: FOR CONTRIBUTUTION,
MICHAEL ALFIERI, ESQ., RICHARD	: SEPARATE DEFENSES, CROSS-
PEPSNY, ESQ., ANTHONY M. CICALESSE,	: CLAIM FOR CONTRIBUTION
ESQ., LAWRENCE M. CUZZI, ANTHONY	: AND CROSS-CLAIM FOR
D'APOLITO, DAP CONSULTING, INC.,	: INDEMNIFICATION
COMMONWEALTH LAND TITLE INSURANCE	:
COMPANY, NATIONS TITLE INSURANCE	:
OF NEW YORK INC., FIDELITY NATIONAL	:
TITLE INSURANCE COMPANY OF NEW	:
YORK, and COASTAL TITLE AGENCY,	:
	:
Defendants.	:
-----X	

Defendant Commonwealth Land Title Insurance Company  
(hereafter "Commonwealth"), a corporation of the Commonwealth of  
Pennsylvania, having its principal place of business in the  
Commonwealth of Pennsylvania, by way of Answer to the Amended  
Complaint, says:

1. Answering the allegations of paragraph 1, insofar as  
they are directed at this defendant, they are denied. This  
defendant is without sufficient knowledge or information to  
admit or deny the remaining allegations of paragraph 1.

**AS TO PARTIES**

2. This defendant is without sufficient knowledge or  
information to admit or deny the allegations of paragraph 2.

3. This defendant is without sufficient knowledge or  
information to admit or deny the allegations of paragraph 3.

4. This defendant is without sufficient knowledge or  
information to admit or deny the allegations of paragraph 4.

5. This defendant is without sufficient knowledge or  
information to admit or deny the allegations of paragraph 5.

6. This defendant is without sufficient knowledge or  
information to admit or deny the allegations of paragraph 6.

7. This defendant is without sufficient knowledge or  
information to admit or deny the allegations of paragraph 7.

8. This defendant is without sufficient knowledge or  
information to admit or deny the allegations of paragraph 8.

9. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 9.

10. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 10.

11. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 11.

12. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 12.

13. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 13.

14. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 14.

15. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 15.

16. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 16.

17. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 17.

18. Answering the allegations of paragraph 18, this defendant admits that to its knowledge defendant Stanley Yacker, Esq. was an attorney admitted to practice in New Jersey. This defendant is without sufficient knowledge or information to admit or deny the remaining allegations of paragraph 18.

19. Answering the allegations of paragraph 19, this defendant admits that to its knowledge defendant Michael Alfieri, Esq. was an attorney admitted to practice in New Jersey. This defendant is without sufficient knowledge or information to admit or deny the remaining allegations of paragraph 19.

20. Answering the allegations of paragraph 20, this defendant admits that to its knowledge defendant Richard Pepsny, Esq. was an attorney admitted to practice in New Jersey. This defendant is without sufficient knowledge or information to admit or deny the remaining allegations of paragraph 20.

21. Answering the allegations of paragraph 21, this defendant admits that to its knowledge defendant Anthony M. Cicalese, Esq. was an attorney admitted to practice in New Jersey. This defendant is without sufficient knowledge or information to admit or deny the remaining allegations of paragraph 21.

22. Answering the allegations of paragraph 22, this defendant admits that on certain transactions closing service letters were issued on behalf of defendant Yacker and defendant Cicalese. This defendant is without sufficient knowledge or information to admit or deny the remaining allegations of paragraph 22.

23. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 23.

24. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 24.

25. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 25.

26. The allegations of paragraph 26 are admitted.

27. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 27.

28. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 28.

29. Answering the allegations of paragraph 29, this defendant admits that defendant Coastal Title Agency, Inc. engages in business in New Jersey and has been involved in the issuance of title insurance to plaintiff Walsh Securities's assignor. This defendant is without sufficient knowledge or information to admit or deny the remaining allegations of paragraph 29.

30. Answering the allegations of paragraph 30, this defendant admits that it is a title insurer and that it issued certain closing service letters to Walsh Securities. With respect to the terms of the closing service letters issued by this defendant, they speak for themselves. This defendant is

without sufficient knowledge or information to admit or deny the remaining allegations of paragraph 30.

**AS TO JURISDICTION**

31. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 31.

**AS TO VENUE**

32. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 32.

33. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 33.

34. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 34.

35. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 35.

36. Answering the allegations of paragraph 36, any closing service letters issued by this defendant speak for themselves. The remaining allegations of paragraph 36 are denied.

**AS TO FACTUAL ALLEGATIONS**

**The Mortgage Banking Industry**

37. Answering the allegations of paragraph 37, this defendant admits that a loan can be made in which real property is used as collateral for the loan. The remaining allegations of paragraph 37 are denied.

38. The allegations of paragraph 38 are admitted.

39. Answering the allegations of paragraph 39, this defendant admits that certain mortgage bankers do not utilize their own funds in making mortgage loans, and that certain mortgage bankers sell mortgage loans to other parties which provide the funds for the borrowers at the time of closings. This defendant further admits that in certain transactions mortgage bankers are paid fees by borrowers for originating mortgage loans. This defendant further admits that mortgage bankers can be licensed by the State of New Jersey. The remaining allegations of paragraph 39 are denied.

40. Answering the allegations of paragraph 40, this defendant admits that there are certain borrowers who cannot obtain traditional financing because of an increased delinquency risk and who accordingly pay a higher than market interest rate. The remaining allegations of paragraph 40 are denied.

41. Answering the allegations of paragraph 41, this defendant admits that mortgage loan applications are taken for mortgage loans. The remaining allegations of paragraph 41 are denied.

42. Answering the allegations of paragraph 42, this defendant admits that there are certain mortgage bankers who deal directly with borrowers and who take certain paperwork from prospective borrowers, including mortgage loan applications and

other documents. The remaining allegations of paragraph 42 are denied.

43. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 43.

44. Answering the allegations of paragraph 44, this defendant admits that with respect to certain mortgage loans appraisals of the property securing the loan are done. This defendant also admits that on certain mortgage loans appraisals are relied upon by certain lenders. The remaining allegations of paragraph 44 are denied.

45. The allegations of paragraph 45 are denied.

46. Answering the allegations of paragraph 46, this defendant admits that there are persons known as "Correspondents" who sell mortgage loans to lenders. The remaining allegations of paragraph 46 are denied.

47. Answering the allegations of paragraph 47, this defendant admits that certain entities buy mortgage loans from correspondents and those entities fund the mortgage loans in a variety of ways, and from time to time those entities retain the mortgage loans or resell them. The remaining allegations of paragraph 47 are denied.

48. Answering the allegations of paragraph 48, this defendant admits that certain entities who fund mortgage loans originated by correspondents provide certain instructions to



closing attorneys. The remaining allegations of paragraph 48 are denied.

**AS TO TITLE INSURANCE AND ITS ROLE IN  
REAL ESTATE TRANSACTIONS**

49. Answering the allegations of paragraph 49, this defendant admits that title insurance is insurance that provides for specified coverage in return for premiums. This defendant further admits that title insurance is from time to time purchased when real property is purchased or refinanced, and that certain mortgage lenders require that owners who borrow money to finance purchases of real property acquire title insurance coverage. The remaining allegations of paragraph 49 are denied.

50. Answering the allegations of paragraph 50, this defendant admits that from time to time owners or borrowers who seek to purchase title insurance do not deal directly with the title insurer in connection with purchase of the insurance. This defendant also admits that from time to time title agents perform certain specified tasks with respect to the purchase of title insurance. This defendant also admits that from time to time certain agents may be affiliated with more than one title insurance company. This defendant also admits that from time to time certain title insurance companies may have relationships

with more than one title agency. The remaining allegations of paragraph 50 are denied.

51. Answering the allegations of paragraph 51, this defendant admits that certain title insurers in certain occasions issue closing service letters. With respect to the terms of the closing service letters, they speak for themselves. This defendant admits that Exhibit A attached to the Complaint is a closing service letter issued by this defendant. The remaining allegations of paragraph 51 are denied.

**AS TO THE NEW JERSEY MORTGAGE LOAN FRAUDS**

52. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 52.

**AS TO "THE NHF/CRISTO PROPERTY" ENTERPRISE**

53. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 53.

54. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 54.

55. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 55.

56. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 56.

**AS TO THE PATTERN**

57. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 57.

58. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 58.

59. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 59.

**AS TO COUNT I**

**VIOLATION OF 18 U.S.C. § 1962 (c) (RICO)**

Count I of the Amended Complaint does not seek any judgment from this defendant and accordingly no answer is required of this defendant.

**AS TO COUNT II**

**VIOLATION OF 18 U.S.C. § 1962 (d) (RICO)**

Count II of the Amended Complaint does not seek any judgment from this defendant and accordingly no answer is required of this defendant.

**AS TO COUNT III**

**COMMON-LAW FRAUD**

Count III of the Amended Complaint does not seek any judgment from this defendant and accordingly no answer is required of this defendant.

**AS TO COUNT IV**

**BREACH OF CONTRACT BY NHF**

Count IV of the Amended Complaint does not seek any judgment against this defendant and accordingly no answer is required of this defendant.

**AS TO COUNT V**

**BREACH OF CONTRACT BY THE TITLE INSURANCE DEFENDANTS**

85. The answers to repeated allegations are repeated as if though set forth herein.

86. Answering the allegations of paragraph 86, this defendant admits that certain borrowers obtained title insurance issued by this defendant and that this defendant on certain loans provided plaintiff with closing service letters. The remaining allegations of paragraph 86 are denied.

87. Answering the allegations of paragraph 87, the terms and conditions of the closing service letters speak for themselves. This defendant admits that the closing service letter attached as Exhibit A to the Amended Complaint is a closing service letter issued by this defendant. The remaining allegations of paragraph 87 are denied.

88. This defendant is without sufficient knowledge or information to admit or deny the allegations of paragraph 88.

89. This defendant admits that plaintiff has notified this defendant that plaintiff has allegedly sustained losses on certain loans. The remaining allegations of paragraph 89 are denied.

90. Answering the allegations of paragraph 90, this defendant admits that it has not made any payments to plaintiff. The remaining allegations of paragraph 90 are denied.

91. The allegations of paragraph 91 are denied.

**FIRST SEPARATE DEFENSE**

The Amended Complaint fails to state claim upon which relief can be granted as to this defendant.

**SECOND SEPARTE DEFENSE**

Plaintiff's Amended Complaint against this defendant is barred by its own negligent conduct and the conduct of its agents, employees and officers.

**THIRD SEPARATE DEFENSE**

Plaintiff's Amended Complaint against this defendant is barred by the acts of its agents, employees and officers which constitute laches.

**FOURTH SEPARATE DEFENSE**

Plaintiff's Amended Complaint against this defendant is barred by the facts of its agents, employees and officers which constitute estoppel.

**FIFTH SEPARATE DEFENSE**

Plaintiff's Amended Complaint against this defendant is barred by the acts of its agents, employees and officers which constitute waiver.

**SIXTH SEPARATE DEFENSE**

Plaintiff Walsh Securities, Inc., as assignee of any closing service letters, would have no higher rights under those letters than the assignor of the letters.

**CROSS-CLAIM FOR CONTRIBUTION**

Defendant, Commonwealth Land Title Insurance Company, denies any liability to plaintiff or to any other defendant, but if Commonwealth Land Title Insurance Company is found liable, it demands contribution from Cristo Property Management, Ltd., A/K/A G.J.L. Limited, Dek Homes of New Jersey, Inc., Oakwood Properties, Inc., National Home Funding, Inc., Capital Assets Property Management, L.L.C., William J. Kane, Gary Grieser, Robert Skowrenski, II, Richard Calanni, Richard DiBenedetto, James R. Brown, Thomas Brodo, Ronald J. Pierson, Stanley Yacker, Esq., Michael Alfieri, Esq., Richard Pepsny, Esq., Anthony M. Cicalese, Esq., Lawrence M. Cuzzi, Anthony D'Apolito, DAP Consulting, Inc., Nations Title Insurance of New York, Inc., Fidelity National Title Insurance Company of New York, and

Coastal Title Agency pursuant to the New Jersey Tortfeasors Contribution Act.

**CROSS-CLAIM FOR INDEMNIFICATION**

While denying any liability to the plaintiff or to any other defendant whatsoever, defendant Commonwealth Land Title Insurance Company nevertheless asserts that any losses sustained by plaintiff or by any other defendant were the proximate result of the actions of defendants Stanley Yacker, Esq., Michael Alfieri, Esq., Richard Pepsny, Esq., Anthony M. Cicalese, and Coastal Title Agency, which actions were primary and active, and if defendant Commonwealth Land Title Insurance Company is found liable to plaintiff with respect to such damages, such liability results solely from secondary, imputed, vicarious or passive negligence and defendants Stanley Yacker, Esq., Michael Alfieri, Esq., Richard Pepsny, Esq., Anthony M. Cicalese, and Coastal Title Agency are liable to defendant Commonwealth Land Title Insurance Company by way of indemnification for any and all sums which defendant Commonwealth Land Title Insurance Company may be required to pay in this action.

**AS TO CROSS-CLAIM OF DEFENDANTS NATIONAL HOME  
FUNDING, INC., AND ROBERT SKOWRENSKI, II**

Commonwealth, by way of Answer to the Cross-Claim of defendant National Home Funding, Inc. and Robert Skowrenski, II, says:

AS TO COUNT ONE

1. Answering the allegations of paragraph 1, this defendant admits that defendants National Home Fund, Inc., and Robert Skowrenski, II, are defendants in the within action. With respect to the allegations of the Amended Complaint, the Amended Complaint speaks for itself.

2. Answering the allegations of paragraph 2, insofar as they are directed to this defendant, they are denied. This defendant is without sufficient knowledge to admit or deny the remaining allegations of paragraph 2.

3. Answering the allegations of paragraph 3, insofar as they are directed to this defendant, they are denied. This defendant is without sufficient knowledge to admit or deny the remaining allegations of paragraph 3.

4. Answering the allegations of paragraph 4, insofar as they are directed to this defendant, they are denied. This defendant is without sufficient knowledge to admit or deny the remaining allegations of paragraph 4.

5. Answering the allegations of paragraph 5, insofar as they are directed to this defendant, they are denied. This defendant is without sufficient knowledge to admit or deny the remaining allegations of paragraph 5.

6. Answering the allegations of paragraph 6, insofar as they are directed to this defendant, they are denied. This



defendant is without sufficient knowledge to admit or deny the remaining allegations of paragraph 6.

**AS TO COUNT TWO**

1. The answers to repeated allegations are repeated as though set forth herein.
2. This defendant denies the allegations of paragraph 2.
3. This defendant denies the allegations of paragraph 3.
4. This defendant denies the allegations of paragraph 4.

**AS TO COUNT THREE**

Count Three of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant.

**AS TO COUNT FOUR**

Count Four of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant.

**AS TO COUNT FIVE**

Count Five of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant.

**AS TO COUNT SIX**

Count Six of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant.

**AS TO COUNT SEVEN**

Count Seven of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant.

**AS TO COUNT EIGHT**

Count Eight of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant.

**AS TO COUNT NINE**

Count Nine of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant.

**AS TO COUNT TEN**

Count Ten of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant.

**AS TO COUNT ELEVEN**

Count Eleven of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant.

**AS TO COUNT TWELVE**

Count Twelve of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant.

**AS TO COUNT THIRTEEN**

Count Thirteen of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant. However, insofar as Count Thirteen alleges that Stanley Yacker, Esq., committed any wrongful act that would give rise to coverage that this defendant would be responsible for, the allegations of Count Thirteen are denied.

**AS TO COUNT FOURTEEN**

Count Fourteen of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant. However, insofar as Count Fourteen alleges that Michael Alfieri, Esq., committed any wrongful act that would give rise to coverage that this defendant would be responsible for, the allegations of Count Fourteen are denied.

**AS TO COUNT FIFTEEN**

Count Fifteen of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant. However, insofar as Count Fifteen alleges that Richard Pepsny, Esq., committed any wrongful act that would give rise to coverage that this defendant would be responsible for, the allegations of Count Fifteen are denied.

**AS TO COUNT SIXTEEN**

Count Sixteen of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant. However, insofar as Count Sixteen alleges that Anthony M. Cicalese, Esq., committed any wrongful act that would give rise to coverage that this defendant would be responsible for, the allegations of Count Sixteen are denied.

**AS TO COUNT SEVENTEEN**

Count Seventeen of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant.

**AS TO COUNT EIGHTEEN**

Count Eighteen of defendants' Cross-Claim seeks no judgment and accordingly no answer is required of this defendant.

**FIRST SEPARATE DEFENSE**

The Cross-Claims of defendants National Home Funding, Inc., and Robert Skowrenski, II against this defendant fail to state claim upon which relief can be granted.

**SECOND SEPARTE DEFENSE**

The Cross-Claims of defendants National Home Funding, Inc., and Robert Skowrenski, II against this defendant are barred by their own negligent conduct and the conduct of their agents, employees and officers.

**THIRD SEPARATE DEFENSE**

The Cross-Claims of defendants National Home Funding, Inc., and Robert Skowrenski, II against this defendant are barred by the acts of their agents, employees and officers which constitute laches.

**FOURTH SEPARATE DEFENSE**

The Cross-Claims of defendants National Home Funding, Inc., and Robert Skowrenski, II against this defendant are barred by the facts of their agents, employees and officers which constitute estoppel.

**FIFTH SEPARATE DEFENSE**

The Cross-Claims of defendants National Home Funding, Inc., and Robert Skowrenski, II against this defendant are barred by the acts of their agents, employees and officers which constitute waiver.

**ANSWER TO CROSS-CLAIMS FOR CONTRIBUTION**

This defendant denies any Cross-Claims made against it for contribution.

**CROSS-CLAIM FOR CONTRIBUTION**

Defendant, Commonwealth Land Title Insurance Company, denies any liability to plaintiff or to any other defendant, but if Commonwealth Land Title Insurance Company is found liable, it demands contribution from Cristo Property Management, Ltd., A/K/A G.J.L. Limited, Dek Homes of New Jersey, Inc., Oakwood Properties, Inc., National Home Funding, Inc., Capital Assets Property Management, L.L.C., William J. Kane, Gary Grieser, Robert Skowrenski, II, Richard Calanni, Richard DiBenedetto, James R. Brown, Thomas Brodo, Ronald J. Pierson, Stanley Yacker,

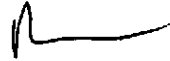
Esq., Michael Alfieri, Esq., Richard Pepsny, Esq., Anthony M. Cicalese, Esq., Lawrence M. Cuzzi, Anthony D'Apolito, DAP Consulting, Inc., Nations Title Insurance of New York, Inc., Fidelity National Title Insurance Company of New York, and Coastal Title Agency pursuant to the New Jersey Tortfeasors Contribution Act.

**CROSS-CLAIM FOR INDEMNIFICATION**

While denying any liability to the plaintiff or to any other defendant whatsoever, defendant Commonwealth Land Title Insurance Company nevertheless asserts that any losses sustained by plaintiff or by any other defendant were the proximate result of the actions of defendants Stanley Yacker, Esq., Michael Alfieri, Esq., Richard Pepsny, Esq., Anthony M. Cicalese, and Coastal Title Agency, which actions were primary and active, and if defendant Commonwealth Land Title Insurance Company is found liable to plaintiff with respect to such damages, such liability results solely from secondary, imputed, vicarious or passive negligence and defendants Stanley Yacker, Esq., Michael Alfieri, Esq., Richard Pepsny, Esq., Anthony M. Cicalese, and Coastal Title Agency are liable to defendant Commonwealth Land Title Insurance Company by way of indemnification for any and all sums

which defendant Commonwealth Land Title Insurance Company may be required to pay in this action.

McCARTER & ENGLISH, LLP  
Attorneys for Defendant  
Commonwealth Land Title  
Insurance Company



By:

David R. Kott  
A Member of the Firm

Dated: February 12, 1998

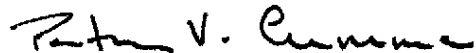
AFFIDAVIT OF SERVICE

STATE OF NEW JERSEY     )  
                                      ) ss.:  
COUNTY OF ESSEX         )


PATRICIA V. CUMMINS, of full age, being duly sworn  
according to law, upon her oath deposes and says:

1. I am employed by the firm of McCarter & English, LLP,  
attorneys for defendant Commonwealth Land Title Insurance  
Company in the within matter.

2. On February 12, 1998, I caused to be delivered by mail  
the Answer to the Amended Complaint, Answer to Cross-Claim,  
Answer to Cross-Claims for Contribution, Separate Defenses,  
Cross-Claim for Contribution and Cross-Claim for Indemnification  
upon the persons named in the attached Counsel List.

  
PATRICIA V. CUMMINS

SWORN AND SUBSCRIBED to  
before me this 12<sup>th</sup> day  
of February, 1998.

  
AUDREY ABDELMONEM-SAMIR  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 7, 2002



**COUNSEL LIST**

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**CIVIL ACTION NO. 97-3496(WGB)**

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